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PTO/SB/82 (01-06)

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SFA

**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE ADDRESS**

|                        |             |
|------------------------|-------------|
| Application Number     | 09907232    |
| Filing Date            | 07/17/2001  |
| First Named Inventor   | Meir Bartur |
| Art Unit               |             |
| Examiner Name          |             |
| Attorney Docket Number |             |

I hereby revoke all previous powers of attorney given in the above-identified application.

A Power of Attorney is submitted herewith.

**OR**

I hereby appoint the practitioners associated with the Customer Number:  

Please change the correspondence address for the above-identified application to:

The address associated with  
Customer Number: 000047473

**OR**

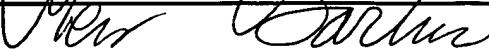
|   |  |       |     |
|---|--|-------|-----|
| <input type="checkbox"/> Firm or<br>Individual Name |  |       |     |
| Address   |  |       |     |
| City  |  | State | Zip |
| Country   |  |       |     |
| Telephone   |  | Email |     |

I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.  
*Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)*

**SIGNATURE of Applicant or Assignee of Record**

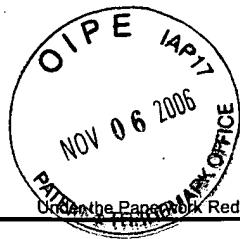
|           |   |           |                  |
|-----------|---|-----------|------------------|
| Signature |  |           |                  |
| Name      | Meir Bartur - CEO of Optical Zonu Corporation                                       |           |                  |
| Date      | October 24th, 2006  | Telephone | 818-780-9701 x26 |

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

\*Total of \_\_\_\_\_ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



PTO/SB/96 (09-06)

Approved for use through 03/31/2007. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Meir BarturApplication No./Patent No.: 09907232 Filed/Issue Date: 07/17/2001Entitled: Fiber optic transceiver employing analog dual loop compensationOptical Zonu Corporation, a Corporation

(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1.  the assignee of the entire right, title, and interest; or
2.  an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

**OR**

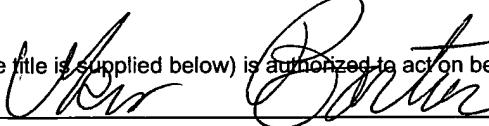
B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: BARTUR, MEIR and inventors To: ZONU, INC.  
The document was recorded in the United States Patent and Trademark Office at Reel 012004, Frame 0099, or for which a copy thereof is attached.
2. From: ZONU, INC. To: DEVELOPMENT SPECIALISTS, INC.  
The document was recorded in the United States Patent and Trademark Office at Reel 014069, Frame 0345, or for which a copy thereof is attached.
3. From: DEVELOPMENT SPECIALISTS, INC. To: Meir Bartur  
The document was recorded in the United States Patent and Trademark Office at Reel 014069, Frame 0342, or for which a copy thereof is attached.

 Additional documents in the chain of title are listed on a supplemental sheet. As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
Oct. 24 2006

Signature

Meir Bartur

Date

818-780-9701 x26

Printed or Typed Name

Telephone Number

President and CEO

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

*If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.*



Tuesday, October 31, 2006

Commissioner for Patents  
P.O. Box 1450,  
Alexandria, VA 22313-1450

**REVOCATION OF POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS**

Sir ,

Enclosed are 9 separate Revocation forms (SB/82) with the associated Statement of Ownership form (SB/96) filled and signed by the President & CEO of the Assignee of record. Also enclosed a copy of the last Recordation of Assignment Documents.

Please change the mailing address for all 9 application to the address associated with customer Number 000047473 which is:

Meir Bartur  
Optical Zonu Corporation  
15028 Delano St.  
Van Nuys, CA 91411

Assignee respectfully request that these changes be made of record.

Sincerely,

A handwritten signature in black ink, appearing to read "Meir Bartur".

Meir Bartur  
President and CEO

SUITE 2010  
LOS ANGELES, CALIFORNIA 90071

**Correspondent:** MYERS DAWES ANDRAS, ET AL.  
DAVID L. HENTY  
10900 MACARTHUR BLVD.  
SUITE 1150  
IRVINE, CA 92612

**Assignment: 4**

**Reel/Frame:** 014069/0342      **Recorded:** 05/14/2003      **Pages:** 3

**Conveyance:** ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

**Assignor:** DEVELOPMENT SPECIALIST INC.      **Exec Dt:** 02/26/2003  
**Assignee:** MEIR BARTUR  
11601 TERRYHILL AVENUE  
LOS ANGELES, CALIFORNIA 90049

**Correspondent:** MYERS DAWES ANDRAS & SHERMAN  
DAVID L. HENTY  
19900 MACARTHUR BLVD., SUITE 1150  
IRVINE, CA 92612

**Assignment: 5**

**Reel/Frame:** 014069/0353      **Recorded:** 05/14/2003      **Pages:** 3

**Conveyance:** ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

**Assignor:** BARTUR, MEIR      **Exec Dt:** 03/10/2003  
**Assignee:** OPTICAL ZONU CORPORATION  
15028 DELANO STREET  
VAN NUYS, CALIFORNIA 91411

**Correspondent:** MYERS DAWS ANDRAS & SHERMAN  
DAVID L. HENTY  
19900 MACARTHUR BLVD., SUITE 1150  
IRVINE, CA 92612

Search Results as of: 10/31/2006 07:40 PM

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Assignments on the Web > Patent Query**Patent Assignment Abstract of Title**

**NOTE: Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.**

**Total Assignments: 5****Patent #:** NONE**Issue Dt:****Application #:** 09907232**Filing Dt:** 07/17/2001**Publication #:** US20020027690    **Pub Dt:** 03/07/2002**Inventors:** Meir Bartur, Farzad Ghadooshahy, Sean Zargari, Jim Stephenson**Title:** Fiber optic transceiver employing analog dual loop compensation**Assignment: 1****Reel/Frame:** 012004/0099**Recorded:** 07/17/2001**Pages:** 3**Conveyance:** ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).**Assignor:** BARTUR, MEIR**Exec Dt:** 07/06/2001GHADOOSHAHY, FARZAD**Exec Dt:** 07/10/2001ZARGARI, SEAN**Exec Dt:** 07/10/2001STEPHENSON, JIM**Exec Dt:** 07/10/2001**Assignee:** ZONU, INC.

6005 YOLANDA AVENUE

TARZANA, CALIFORNIA 91356

**Correspondent:** MYERS, DAWES & ANDRAS LLP

DAVID L. HENTY

19900 MACARTHUR BLVD., SUITE 1150

IRVINE, CA

USA 92612

**Assignment: 2****Reel/Frame:** 013346/0672**Recorded:** 10/07/2002**Pages:** 8**Conveyance:** INTELLECTUAL PROPERTY SECURITY AGREEMENT**Assignor:** ZONU INC.**Exec Dt:** 09/10/2002**Assignee:** WINDWARD VENTURES, INC., AS COLLATERAL AGENT

550 WEST "C" STREET, SUITE 2030

SAN DIEGO, CALIFORNIA 92101

**Correspondent:** COOLEY GODWARD LLP

ANKEY TO

ONE MARTIME PLAZA, 20TH FLOOR

SAN FRANCISCO, CA 94111

**Assignment: 3****Reel/Frame:** 014069/0345**Recorded:** 05/14/2003**Pages:** 8**Conveyance:** ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).**Assignor:** ZONU, INC.**Exec Dt:** 11/15/2002**Assignee:** DEVELOPMENT SPECIALISTS, INC.

333 SOUTH GRAND AVENUE



05/16/2003 21:40 18187809739

OPTICAL ZONU

PAGE 01

MYERS DAWES ANDRAS & SHERMAN LLP  
Patents, Trademarks & Copyrights

May 14, 2003

Dr. Meir Bartur  
President  
OPTICAL ZONU CORP.  
15028 Delano Street  
Van Nuys, CA 91411

Re: Assignment U.S. Patent Applications to Optical Zonu Corp.  
Our Reference No.: OZC1.GEN.01

Dear Meir:

Enclosed is a copy of the Recordation and Assignment documents as filed in the U.S. Patent and Trademark Office to record the assignment of U.S. Patent Application Nos. 09/907,232; 09/907,056; 09/907,137; 09/907,057; 09/946,740; 09/836,500; 10/304,393; 10/349,257 and 10/355,708 to Optical Zonu Corporation.

We will continue to keep you apprised to the status of these applications.

In the meantime, please do not hesitate to contact me if you have any questions regarding this matter.

Very truly yours,

MYERS, DAWES, ANDRAS & SHERMAN LLP

By



David L. Henty  
Of Counsel

DLH/mn  
Enclosures

19900 MacArthur Blvd., 11th Floor ooo Irvine, CA ooo 92612  
Phone: (949) 223-9600 ooo Fax: (949) 223-9610

05/16/2003 21:40 18187809789

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OPTICAL ZONU

PAGE 02

PATENT  
OZC1.GEN.01

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Bartur et al.

Serial No.: 09/907,232

Filed: July 17, 2001

Title: Fiber Optic Transceiver  
Employing Analog Dual Loop  
Compensation

Art Unit: 2633

Examiner: Unknown

**RECORDATION OF ASSIGNMENT DOCUMENTS**

Mail Stop Assignment Recordation Services  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

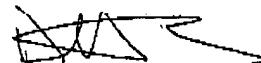
Enclosed are three (3) separate Recordation Form Cover Sheets which outline the Assignments of Application Serial Nos. 09/907,232; 09/907,056; 09/907,137; 09/907,057; 09/946,740; 09/836,500; 10/304,393; 10/349,257 and 10/355,708; (1) from Zonu, Inc. to Development Specialists, Inc., (2) from Development Specialists, Inc. to Meir Bartur, and (3) from Mcir Bartur to Optical Zonu Corporation. It is respectfully requested that these assignments be recorded in the above-noted order (1), (2), (3) for each of the identified applications.

Also enclosed is our check in the amount \$1080.00 to cover the filing fees to record the Assignments. Please charge any deficit or credit any surplus to Deposit Account No. 01-1960.

Applicant(s) respectfully request that these changes be made of record.

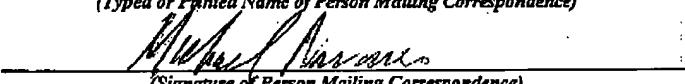
Respectfully submitted,

Date: May 14, 2003

  
\_\_\_\_\_  
David L. Henty  
Attorney for Applicant(s)  
Registration No. 31,323

MYERS DAWES ANDRAS & SHERMAN, LLP  
19900 MacArthur Blvd., Suite 1150  
Irvine, CA 92612  
Telephone: (949) 223-9600  
Facsimile: (949) 223-9610



|   |                              |                     |                        |                           |
|---|------------------------------|---------------------|------------------------|---------------------------|
| <b>CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)</b>   |                              |                     |                        | Docket No.<br>OZC1.GEN.01 |
| Applicant(s): Bartur et al.   |                              |                     |                        |                           |
| Serial No.<br>09/907,232  | Filing Date<br>July 17, 2001 | Examiner<br>Unknown | Group Art Unit<br>2633 |                           |
| Invention: FIBER OPTIC TRANSCEIVER EMPLOYING ANALOG DUAL LOOP COMPENSATION  |                              |                     |                        |                           |
| <p>I hereby certify that the following correspondence:</p> <p><b>Transmittal Letter, 3 Recordation Form Cover Sheets, 3 Assignments, Check No. 7231 in the amount \$1080.00 and Postcard</b></p> <p style="text-align: center;"><i>(Identify type of correspondence)</i></p> <p>is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 in an envelope addressed to: The Assistant Commissioner for Patents, Washington, D.C. 20231 on</p> <p style="text-align: center;"><u>May 14, 2003</u><br/><small>(Date)</small></p> <p style="text-align: center;"><u>Michael Navarro</u><br/><small>(Typed or Printed Name of Person Mailing Correspondence)</small></p> <p style="text-align: center;"><br/><small>(Signature of Person Mailing Correspondence)</small></p> <p style="text-align: center;"><u>EV359454340US</u><br/><small>("Express Mail" Mailing Label Number)</small></p> |                              |                     |                        |                           |
| <p>Note: Each paper must have its own certificate of mailing.</p>   |                              |                     |                        |                           |



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OPTICAL ZONU

PAGE 04

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Docket No.: OZC1.GEN.01

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08A/REV03

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**Commissioner of Patents & Trademarks, Box Assignments**  
**Washington, D.C. 20231**

**Box 4 Continued**

| Patent Application No. | Filing Date       |
|------------------------|-------------------|
| 09/946,740             | September 4, 2001 |
| 09/836,500             | April 17, 2001    |
| 10/304,393             | November 26, 2002 |
| 10/349,257             | January 22, 2003  |
| 10/355,708             | January 31, 2003  |

**BILL OF SALE****(Revised)****KNOW ALL MEN AND WOMEN BY THESE PRESENTS:**

For the sum of Seventy-Three thousand dollars (\$73,000.00), the receipt and adequacy of which is hereby acknowledged, Development Specialists, Inc., an Illinois corporation, Assignee for the Benefit of Creditors of Zonu, Inc. formerly located at 6005 Yolanda Avenue, Tarzana, CA, ("DSI"), for a good and valuable consideration, does by these presents, sell, assign and transfer unto Meir Bartur., without any restriction or encumbrance granted by DSI, all its right, title and interest, **AS IS AND WHERE IS**, to all of the Zonu, Inc. assets including but not limited to:

- All the equipment including without limitation the optical and electronic equipment, automation and robotic equipment, ovens, test equipment, optical apparatus, security system, fiber handling equipment, machine shop and all tools, etc.
- All the Intellectual Property owned or licensed by Zonu, Inc., tangible and intangible including without limitation: all know-how, trade secrets, inventions, techniques, patent applications, projects and designs whether or not protected or filed as a patent, trade marks, signs, artwork, email addresses, url and web designs, all rights to current projects and designs whether or not protected or filed as a patent, all engineering notebooks, documentations both written and in electronic form, etc. (collectively, "Zonu Intellectual Property")
- Entire parts inventory including without limitation: work in process, raw materials, fiber segments, mechanical parts, packaging materials, office supplies, etc.
- All office furniture, reception, desks, cabinets, cubicles, etc. all office equipment, computer hardware and all software licenses, and all computer peripherals (printers, scanners, server, keyboards, power supplies, cables, cords, pointing devices, etc.)
- All contracts rights (e.g. NDA's) and settlement rights with MRV

The Assignee warrants full authority to make, execute and deliver this Bill of Sale as said Assignee and that it has not sold or otherwise disposed of any Zonu Intellectual Property other than under this Bill of Sale, but makes no other representations or warranties, either express or implied, of any type or kind whatsoever. DSI agrees to indemnify the buyer against any claims, loss or damage from any party objecting to the sale of assets with such indemnification limited to the assets then available in the assignment estate at the time of any such claim being asserted by the buyer for indemnification.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, the said Assignee sets its hand this 26th day of February, 2003.

DEVELOPMENT SPECIALISTS, INC.  
Assignee for the Benefit of Creditors of  
Zonu, Inc.

By: Geoffrey L. Berman  
GEOFFREY L. BERMAN  
Vice President



05/16/2003 21:40 181878097

NOV 06 2006

## OPTICAL ZONU

PAGE 07

Express Mail Label No. EV359488MBUS

Docket No.: OZC1.GEN.01

FORM PTO-1585 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08A/REV03

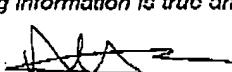
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**U.S. DEPARTMENT OF COMMERCE**  
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## **PATENTS ONLY**

### Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

|   |  |  |  |
|---|--|--|--|
| 1. Name of conveying party(ies):<br><b>Meir Bartur</b>  |  | 2. Name and address of receiving party(ies):<br><b>Name: Optical Zonu Corporation</b><br><b>Address: 15028 Delano Street</b> |  |
| Additional names(s) of conveying party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |  |  |
| 3. Nature of conveyance:<br><br><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger<br><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name<br><input type="checkbox"/> Other _____ |  | City: <u>Van Nuys</u> State/Prov.: <u>California</u><br>Country: <u>United States</u> ZIP: <u>91411</u>                      |  |
| Execution Date: <u>March 10, 2003</u>   |  | Additional name(s) & address(es) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                         |  |
| 4. Application number(s) or patent numbers(s):<br><br>If this document is being filed together with a new application, the execution date of the application is: _____  |  |  |  |
| Patent Application No.  |  | Filing date  |  |
| <u>09/907,232</u>   |  | <u>July 17, 2001</u>   |  |
| <u>09/907,056</u>   |  | <u>July 17, 2001</u>   |  |
| <u>09/907,137</u>   |  | <u>July 17, 2001</u>   |  |
| <u>09/907,057</u>   |  | <u>July 17, 2001</u>   |  |
| Additional numbers <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |  |  |  |
| 5. Name and address of party to whom correspondence concerning document should be mailed:   |  | 6. Total number of applications and patents involved: <u>9</u>   |  |
| Name: <u>David L. Henty</u>   |  | 7. Total fee (37 CFR 3.41): ..... \$ <u>360.00</u>   |  |
| Registration No. <u>31,323</u>  |  | <input checked="" type="checkbox"/> Enclosed - Any excess or insufficiency should be credited or debited to deposit account  |  |
| Address: <u>Myers Dawes Andras &amp; Sherman, LLP</u>   |  | <input type="checkbox"/> Authorized to be charged to deposit account   |  |
| 19900 MacArthur Blvd., Suite 1150   |  | 8. Deposit account number: <u>01-1960</u>  |  |
| City: <u>Irvine</u> State/Prov.: <u>California</u>  |  | (Attach duplicate copy of this page if paying by deposit account)  |  |
| Country: <u>United States</u> ZIP: <u>92612</u>   |  |  |  |
| DO NOT USE THIS SPACE   |  |  |  |
| 9. Statement and signature.<br><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  |  |  |  |
| Signature:   |  | Date: <u>5/14/03</u>   |  |
| Name of Person Signing: <u>David L. Henty</u>   |  | Signature: _____   |  |
| Total number of pages including cover sheet, attachments, and <u>3</u> Date _____   |  |  |  |

**9. Statement and signature.**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

David L. Henly

**Name of Person Signing**

Signature

Date

Total number of pages including cover sheet, attachments, and

**Mail documents to be recorded with required cover sheet information**  
**Commissioner of Patents & Trademarks, Box Assignments**  
**Washington, D.C. 20231**

**Box 4 Continued**

| Patent Application No. | Filing Date       |
|------------------------|-------------------|
| 09/946,740             | September 4, 2001 |
| 09/836,500             | April 17, 2001    |
| 10/304,393             | November 26, 2002 |
| 10/349,257             | January 22, 2003  |
| 10/355,708             | January 31, 2003  |

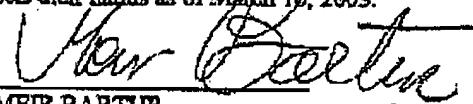
**ASSIGNMENT (revised)****KNOW ALL MEN AND WOMEN BY THESE PRESENTS:**

In consideration of the issuance of shares of common stock by Optical Zonu Corporation, Meir Bartur and Farzad Ghadoosshahy (collectively "Assignors") do by these presents contribute, assign and transfer unto Optical Zonu Corporation, a Delaware Corporation, without restriction all of their right, title and interest, to all of the Zonu, Inc. assets purchased by one or both of the Assignors from Development Specialists, Inc. ("DSI"), as Assignee for the Benefit of Creditors of Zonu, Inc., including but not limited to:

- All the equipment, including without limitation the optical and electronic equipment, automation and robotic equipment, ovens, test equipment, optical apparatus, security system, fiber handling equipment, machine shop and all tools, etc.
- All the Intellectual Property owned or licensed by Zonu, Inc., tangible and intangible including without limitation: all know-how, trade secrets, inventions, techniques, patent applications, projects and designs whether or not protected or filed as a patent, trade marks, signs, artwork, email addresses, url and web designs, all rights to current projects and designs whether or not protected or filed as a patent, all engineering notebooks, documentations both written and in electronic form, etc. (collectively, "Zonu Intellectual Property")
- Entire parts inventory including without limitation: work in process, raw materials, fiber segments, mechanical parts, packaging materials, office supplies, etc.
- All office furniture, reception, desks, cabinets, cubicles, etc. all office equipment, computer hardware and all software licenses, and all computer peripherals (printers, scanners, server, keyboards, power supplies, cables, cords, pointing devices, etc.)
- All contract rights (e.g. NDA's) and settlement rights with MRV.
- Any rights of indemnity from DSI in connection with the purchase of such assets by Assignor.

The Assignors warrant full authority to make, execute and deliver this Assignment, but make no other representations or warranties, either express or implied, of any type of kind whatsoever. This Assignment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of conflict of law provision or rule.

IN WITNESS WHEREOF, the said Assignors set their hands as of March 19, 2003.

  
MEIR BARTUR  
  
FARZAD GHADOOSSHAHY

05/16/2003 21:40 18187809739



OPTICAL ZONU

PAGE 10

Express Mail Label No. EV35945ABEMK

Docket No.: OZC1.GEN.01

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08A/REV03

## RECORDATION FORM COVER SHEET

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Patent and Trademark Office

**PATENTS ONLY**

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Zonu, Inc.**

2. Name and address of receiving party(ies):

Name: **Development Specialists, Inc.**Address: **333 South Grand Avenue, Suite 2010**Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger         |
| <input type="checkbox"/> Security Agreement    | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____           |   |

Execution Date: **November 15, 2002**City: **Los Angeles** State/Prov.: **California**Country: **United States** ZIP: **90071**Additional name(s) & address(es)  Yes  No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

Patent Application No. Filing date

B. Patent No.(s)

|            |               |
|------------|---------------|
| 09/907,232 | July 17, 2001 |
| 09/907,056 | July 17, 2001 |
| 09/907,137 | July 17, 2001 |
| 09/907,057 | July 17, 2001 |

Additional numbers

 Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and patents involved: **9**Name: **David L. Henty**Registration No. **31,323**7. Total fee (37 CFR 3.41): .....\$ **360.00**Address: **Myers Dawes Andras & Sherman, LLP**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

**19900 MacArthur Blvd., Suite 1150**

Authorized to be charged to deposit account

City: **Irvine** State/Prov.: **California**

8. Deposit account number:

Country: **United States** ZIP: **92612****01-1960**

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**David L. Henty**

Signature

Name of Person Signing

**5/14/03**

Date

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|------------------------|-------------|

|            |                   |
|------------|-------------------|
| 09/946,740 | September 4, 2001 |
| 09/836,500 | April 17, 2001    |
| 10/304,393 | November 26, 2002 |
| 10/349,257 | January 22, 2003  |
| 10/355,708 | January 31, 2003  |

**GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS**

THE GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS is made this 6th day of November 2002, by and between Zonu Inc., a Delaware corporation, located in the City of Tarzana, County of Los Angeles, State of California, Federal Tax Identification Number 95-4781104, hereinafter referred to as "Assignor," and DEVELOPMENT SPECIALISTS, INC., located at 333 South Grand Avenue, Suite 2010, Los Angeles, CA 90071, hereinafter referred to as "Assignee."

**WITNESSETH:** Whereas Assignor is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and it is decided to discontinue its business, and is desirous of transferring its property to an assignee for the benefit of creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by applicable law;

NOW, THEREFORE, In consideration of Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby AGREED:

1. **TRANSFER OF ASSETS.** Assignor hereby assigns, grants, conveys, transfers and sets over to Assignee all personal property and assets, whatsoever and wheresoever situated, which are now, or have ever been, used in connection with the operation of Assignor's business, and which assets include, but are not limited to all personal property and any interest therein not exempt from execution, including all that certain stock of merchandise, store furniture and fixtures, bank accounts, books, bills, accounts receivable, cash-on hand, cash in bank, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, general intangibles, insurance refunds and claims, and choses in action that are legally assignable, together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Assignor. Further, this general assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority and the Assignor agrees to sign and

execute a power of attorney or other such document(s) as required to enable Assignee to file and prosecute, compromise and/or settle all such claims before the respective taxing authority. Assignor agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee.

2. **LEASES AND LEASEHOLD INTERESTS.** This General Assignment includes all leases and leasehold interests in any asset of the Assignor; however should the Assignee determine that said lease or leasehold interest is of no value to the estate, then said interest is thereby relinquished without further liability or obligation to the Assignee.

3. **UNION CONTRACTS.** Any contract or agreement between the Assignor and any Labor or Trade Union remains in force as between the Assignor and the respective Union, however the Assignee is not bound to the terms of said contract unless the Assignee specifically so agrees in writing at the time of the acceptance of this general assignment.

**FORWARDING OF MAIL.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

5. **POWERS AND DUTIES OF ASSIGNEE.** Assignee shall have all powers necessary to marshal and liquidate the estate including but not limited to:

- a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee;
- b. To sell or otherwise dispose of all personal property of Assignor in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title to same;
- c. To sell or otherwise dispose of all tangible and intangible personal property of Assignor, including but not limited to all of Assignor's machinery, equipment, inventory, service or trademarks, trade names, patents, franchises, causes or choses in action.

action and general intangibles in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of this property and to convey title to same. In this regard, Assignee shall have the power to employ an auctioneer to appraise said assets and to conduct any public sale of the assets and to advertise said sale in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other such documents necessary to convey title to Assignor's property to any bona fide buyer.

d. To employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the assets and claims of the assignment estate and to assist in the preparation and filing of any and all State, County or Federal Tax Returns as required.

e. To require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s), pursuant to California Code of Civil Procedure §1802.

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise, or, in the Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.

g. To open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this general assignment as Assignee may deem necessary or advisable.

h. To conduct the business of the Assignor, should the Assignee deem such operation proper.

i. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and assets, in the following priority amounts as to only and not time of distribution, as follows:

(1) FIRST, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the assignment.

estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.

(2) SECOND, all costs and expenses incidental to the administration of the assignment estate, including the payment of a reasonable fee to the Assignee, as that term is hereinafter defined and the payment of reasonable compensation for the services of attorneys for the Assignee, accountants to the Assignee, attorneys to the Assignor for services related to the making of and administration of the general assignment and any other professionals the Assignee deems necessary to properly administer the assignment estate.

(3) THIRD, all federal taxes of any nature whatsoever owing as of the date of this general assignment, or other such claim of any federal governmental agency as defined under 31 U.S.C. §3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes.

(4) FOURTH, all state, county and municipality taxes of any nature whatsoever owing as of the date of this general assignment, including but not limited to employment, property and income taxes.

(5) FIFTH, all monies due employees of the Assignor entitled to priority as defined under California Code of Civil Procedure §1204 and §1204.5 up to the statutory maximum.

(6) SIXTH, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution. No distribution shall be in an amount less than \$100,000 (in the aggregate) except the final distribution.

(7) SEVENTH, any monies (distributions) unclaimed by creditors ninety days after the final distribution to unsecured creditors (if any) or the termination of the administration of the estate created by this general assignment, shall be redistributed to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the assignment estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim.

(8) EIGHTH, the surplus, if any, of the assignment estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the holders of the equity of said Assignor, as per the list of equity holders provided with the making of this general assignment.

i. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to Assignor's creditors.

6. **RIGHTS OF CREDITORS.** All rights and remedies of the creditors against any surety or sureties for the Assignor are hereby expressly reserved and nothing herein shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against the Assignor, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien or other security which they now hold on any property, creditors or effects of the Assignor.

7. **LIABILITY OF ASSIGNEE.** It is understood and agreed that neither the Assignee nor any of its employees, officers, agents or representatives will assume any personal liability or responsibility for any of its acts as Assignee herein, but its obligation shall be limited to the performance of the terms and conditions of the general assignment in good faith and in the exercise of its best business judgment.

8. **WARRANTIES OF ASSIGNOR.** Assignor hereby warrants as follows:  
The list of creditors delivered concurrently herewith to the Assignee and as required under California Code of Civil Procedure §1802 is complete and correct as reflected by the books and records of the Assignor, as to the names of Assignor's creditors, their addresses and the amounts due them.

Assignor, through its officers and directors, shall perform any and all acts reasonably necessary and proper to assist the assignee in its orderly liquidation of the Assignor's assets, the collection of any and all monies owing the Assignor and in the

distribution of said monies and proceeds of asset sales to the Assignor's creditors; provided, however, the officers, directors and attorneys of Assignor shall only provide such assistance to the Assignee to the extent, and on the condition that, they are reasonably compensated for such services.

9. **POWER OF ATTORNEY.** The Assignor, by this general assignment hereby grants the Assignee a general power of attorney, which power of attorney specifically includes the right of the Assignee to prosecute any action in the name of the Assignor as Attorney in Fact.

10. **ACCEPTANCE BY ASSIGNEE.** By execution of this general assignment, the Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of the Assignee's skill, knowledge and ability. It is understood that the Assignee shall receive reasonable compensation for its services in connection with this estate. Reasonable compensation is defined to mean a flat fee of \$50,000, plus five percent (5.0%) of each and every dollar generated from the prosecution and collection of any action(s) to recover preferential transfers made by Zonu Inc. to any and all of its creditors. Reasonable compensation does not replace or subsume the reimbursement of all the Assignee's expenses incurred as a result of the administration of the assignment estate from the proceeds generated therefrom.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written:

Zonu Inc.

By: Meir Barzilai  
Meir Barzilai President

Attested to by: Eric Lasker Its Secretary

9. **POWER OF ATTORNEY.** The Assignor, by this general assignment hereby grants the Assignee a general power of attorney, which power of attorney specifically includes the right of the Assignee to prosecute any action in the name of the Assignor as Attorney in Fact.

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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written:

Zonu Inc.

By: \_\_\_\_\_  
Meir Bartur, President

Attested to by: \_\_\_\_\_  
Its Secretary

Assignee Acceptance by: *Geoffrey L. Berman*  
Geoffrey L. Berman, Vice President  
Development Specialists, Inc.

Date of Acceptance: *November 15, 2002*

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